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**OMNIBUS MODIFICATION TO PROMISSORY NOTE AND CREDIT AND
SECURITY AGREEMENT**

THIS OMNIBUS MODIFICATION TO PROMISSORY NOTE AND CREDIT AND SECURITY AGREEMENT (this "Amendment") is made and entered into as of February 24, 2012, by and among the **REPUBLICAN NATIONAL COMMITTEE**, an unincorporated association with an office and principal place of business at 310 First Street, SE, Washington, D.C. 20003 ("Borrower") and **BRANCH BANKING AND TRUST COMPANY**, a North Carolina corporation with offices at 1909 K Street, NW, Washington, DC 20006 ("Lender").

WITNESSETH:

WHEREAS, Borrower executed and delivered to Lender that certain Promissory Note in the original principal amount of Five Million and No/100 Dollars (\$5,000,000.00) (the "Loan") dated June 14, 2010 (the "Note"), which Note and the indebtedness evidenced thereby or otherwise payable under the Loan Documents (as defined below) (the "Indebtedness"), is secured by that certain Credit and Security Agreement (the "Credit Agreement"), between Borrower and Lender dated June 14, 2010. The Note, the Credit Agreement, this Amendment and all other documents evidencing, securing, guaranteeing, indemnifying or governing the Indebtedness, if any, are hereinafter collectively referred to as the "Loan Documents").

WHEREAS, Borrower has requested that Lender agree to certain modifications and amendments to the Loan and the Loan Documents (collectively, the "Loan Modification"), and Lender has agreed to such Loan Modification, as more particularly set forth herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the matters described in the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby represent, warrant, covenant and agree as follows:

1. **Recitals/Capitalized Terms.** The recitals set forth above are incorporated herein. All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Credit Agreement.

2. **Borrower's Acknowledgments.** Borrower represents, warrants, acknowledges and agrees that as of the date of this Amendment: (a) no breach, default or event which, with the passage of time, the giving of notice or both would become a default, exists under any of the Loan Documents; (b) all of the provisions of the Loan Documents, including without limitation all representations and warranties set forth therein, are unchanged, except as expressly amended hereby, are in full force and effect

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